

BILL NO. BL2018-1296 (VERCHER, RHOTEN, & O'CONNELL) – This ordinance would approve a revocable license agreement between the Metro Board of Parks and Recreation and Glowco, LLC for the use of Riverfront Park and Ascend Amphitheater.

The Board of Parks and Recreation has the authority to enter into license agreements such as this under Metro Charter Sec. 11.1002.

Under the Revocable License Agreement, Metro would grant a revocable license to Glowco to use Riverfront Park and Ascend Amphitheater during certain seasons, defined below. This agreement would not include the dog park at Riverfront Park. As a condition to this license agreement, Glowco would be required to enter into agreements with a Metro-approved turf vendor, to repair any damage to the turf that may occur, and with Live Nation Worldwide, Inc. to address the use of the facilities and concession rights.

The term of the Agreement would be from the Effective Date and continue until December 31, 2025. Glowco would be authorized to use the facilities for eight use intervals or “seasons.” The eight (8) seasons would be as follows:

- Season 1: 12:01 AM November 6, 2018 until 11:59 PM January 6, 2019
- Season 2: 12:01 AM November 6, 2019 until 11:59 PM January 6, 2020
- Season 3: 12:01 AM November 6, 2020 until 11:59 PM January 6, 2021
- Season 4: 12:01 AM November 6, 2021 until 11:59 PM January 6, 2022
- Season 5: 12:01 AM November 6, 2022 until 11:59 PM January 6, 2023
- Season 6: 12:01 AM November 6, 2023 until 11:59 PM January 6, 2024
- Season 7: 12:01 AM November 6, 2024 until 11:59 PM January 6, 2025
- Season 8: 12:01 AM November 6, 2025 until 11:59 PM December 31, 2025

Glowco would have access to Riverfront Park and Ascend Amphitheater 24 hours a day during these seasons, but could only open these facilities to the public between 5pm and 11pm.

Glowco would pay Metro a flat fee of \$75,000 for each season, which could be reduced to \$37,500 if Glowco does not use the Riverfront Park Green during a given season. After Glowco recoups its costs related to planning and operating an event, plus half, Glowco would also pay Metro a ticket share of \$1.00 per ticket, up to thirty-five thousand (35,000) tickets sold, and \$2.00 per ticket for any ticket sold after the first thirty-five thousand (35,000). Glowco would pay Metro a concessions fee equal to fifty percent (50%) of net revenues of concessions or of any fee paid to Glowco by a concessionaire.

Future amendments to this Revocable License Agreement may be approved by a Resolution receiving twenty-one affirmative votes.

Fiscal Note: During each of the first seven seasons covered by the proposed license, Glowco, LLC would be permitted to use the Riverfront Park facilities from November 6 through January 6. During the eighth season, Glowco would be permitted to use the facilities from November 6 through December 31, 2025.

The agreement defines "Recoupment Amount" as the portion of gross revenue from the Event Use that equals the costs incurred by Glowco relating to planning and operation of the Event Use. The agreement also defines "ROI Amount" as the portion of gross revenue from the Event Uses that equals the sum of the Recoupment Amount plus 50%.

In exchange for these rights, Glowco would be required to pay the following fees:

- *Flat Fee – For each of the eight use intervals, Glowco would be required to pay a flat fee of \$75,000. \$37,500 of this amount would be allocated of use of the Riverfront Park Bowl. The remaining \$37,500 would be allocated for use of the Riverfront Park Green.*
- *Concession Share – After Glowco has earned the "Recoupment Amount", they would be required to pay an aggregate amount equal to 50% of all net concession revenues (or of the fee paid by Glowco to a concessionaire).*
- *Ticket Share – After Glowco has earned the ROI Amount (Recoupment Amount + 50%), they would be required to pay \$1.00 per ticket sold at face value to the Event Use up to a total of 35,000 tickets above the ROI. For more than 35,000 tickets sold above the ROI, Glowco would pay \$2.00 per ticket sold.*